

# **EXHIBIT 10**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs. Civ. Action No. 1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,

Defendant.

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BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim Defendant.

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VIDEOTAPED

DEPOSITION OF: GEORGE PETRO

TAKEN BY: The Plaintiff/Counterclaim  
Defendants

DATE TAKEN: Friday, January 21, 2022

TIME: 10:17 a.m. - 5:40 p.m.

PLACE: Via Zoom Videoconference

REPORTED BY: Tonya H. Magee, Registered  
Professional Reporter and Notary  
Public, State of Florida at Large

1 up -- when they would bring up their ideas, I would ask  
2 questions, yes.

3 Q. And at this time, the only information that  
4 you had about Full Circle came directly from them?

5 A. Yes.

6 Q. Was the only information that you had about  
7 the NSBL from Full Circle as well?

8 A. Yes.

9 Q. What about information about building a  
10 national league of Skee-Ball competitions?

11 A. From Eric Pavony specifically.

12 Q. Did you ever discuss that topic with anyone  
13 else?

14 A. No.

15 Q. Have you discussed that topic with anyone else  
16 since 2017?

17 A. No, other than in relation to the fact that  
18 I'm a witness in this case.

19 Q. Did you ever discuss Eric Pavony with Bay Tek?

20 A. I had mentioned his name at one point, yes.

21 Q. Do you recall when?

22 A. It was in a conversation with Rick Rochetti.

23 Q. Do you recall when that conversation took  
24 place?

25 A. I believe it was 2018.

1 Q. Do you remember what month?

2 A. It was in the fa -- near the fall, I believe.

3 I don't know what month exactly.

4 Q. Do you remember how you communicated with him?

5 A. Cell phone.

6 Q. How do you know Mr. Rochetti?

7 A. From the business. I've known Mr. Rochetti  
8 for approximately 35 years.

9 Q. Would you call him a friend?

10 A. I would call him a business associate.

11 Q. Did you talk to anyone else at Bay Tek, other  
12 than Mr. Rochetti, about Mr. Pavony?

13 A. No.

14 Q. Did you talk to Mr. -- did you talk to anyone  
15 else at Bay Tek about Full Circle?

16 A. No.

17 Q. Did you talk to anyone else at Bay Tek about  
18 Full Circle's business?

19 A. No.

20 Q. Did you talk to anyone else about the NSBL?

21 A. No.

22 MS. VORBERG: I'm going to object to the -- to  
23 the form and foundation.

24 Q. (BY MS. CASADONTE-APOSTOLOU) Did you talk to  
25 anyone else, other than Mr. Rochetti, about modifying

1 together, but if you're talking about at the specific  
2 time of calling Rick Rochetti, no. So...

3 Q. You said you called Rick Rochetti in the fall  
4 of 2018.

5 A. Yes.

6 Q. From the correspondence, it seems like that  
7 was likely -- I don't know. I suspect you'd be  
8 speculating.

9 Do you remember what month it was, now that  
10 we've gone through some correspondence?

11 A. I -- I can assume it was in the fall of 2018,  
12 that's it. Based on correspondence, looks like early  
13 fall.

14 Q. And you communicated to Full Circle that that  
15 conversation took place?

16 A. Yes.

17 Q. So I'm talking about the time period when that  
18 information was conveyed to Full Circle.

19 A. Okay. I understand.

20 Q. So you conveyed to Full Circle that Bay Tek  
21 was not willing to move forward, correct?

22 A. I --

23 MR. MOVIT: Object to the form.

24 THE DEPONENT: I'm sorry.

25 A. I did not convey that at all. I conveyed to

1 Okay.

2 Q. So you're done through 183, Mr. Petro?

3 A. Oh, 183?

4 MS. VORBERG: 183, yeah.

5 A. That's the small paragraph. Yeah, okay. I  
6 see that. Okay. Sounds good.

7 MR. MOVIT: Okay. If you could, please go up,  
8 Elaine, to 179.

9 Q. (BY MR. MOVIT) So paragraph 179 says, "Play  
10 Mechanix agreed in principle with Full Circle to  
11 purchase stock Classic Lanes from Bay Tek and pay all  
12 the expenses to modify the lanes for live play, pursuant  
13 to a revenue share agreement with Full Circle."

14 Is this allegation about an alleged agreement  
15 in principle, is it true or false?

16 A. It's false.

17 Q. So it's correct that Play Mechanix never had  
18 any agreement in principle with Full Circle?

19 A. Correct.

20 Q. Thank you, sir.

21 The second sentence of paragraph 180 states,  
22 "Play Mechanix agreed to leverage its network of  
23 operators to promote Full Circle's Skee-ball live  
24 concept, providing Full Circle instant access to  
25 thousands of potential locations to place its Skee-Ball

1 live lanes."

2 Is that sentence true or false?

3 A. I think this would -- would be something that  
4 was, yeah, a potential in discussion. So we never  
5 agreed, so it would be false.

6 Q. Thank you, sir.

7 MR. MOVIT: Okay. Could you please scroll  
8 down, Elaine, to 182.

9 Q. (BY MR. MOVIT) Is paragraph 182, Mr. Petro, is  
10 it true or false?

11 A. It's false.

12 Q. Okay. Did Mr. Rochetti make any threat to you  
13 whatsoever?

14 A. No.

15 Q. Did anyone at Bay Tek ever make any threat to  
16 you whatsoever?

17 A. No.

18 Q. On this phone call with Mr. Rochetti to which  
19 you testified about today in or about the fall of 2018,  
20 did Mr. Rochetti have anything negative to say about  
21 Full Circle on that call?

22 A. No.

23 MR. MOVIT: Okay. Elaine, could you please  
24 put up the Smith report, which will be our next  
25 exhibit.

1           telling me what exhibit number this is? I just  
2           want to confirm.

3                   THE COURT REPORTER: Exhibit 14.

4           A.     Okay.

5           Q.     (BY MR. MOVIT) Do you see where it says, "As  
6           part of the arrangement, Play Mechanics would purchase  
7           stock lanes from Bay Tek and assume all costs to modify  
8           the lanes for live play"?

9           A.     Yes.

10          Q.     Did Play Mechanics ever make any commitment to  
11          do so?

12          A.     No.

13          Q.     And then the next sentence says, "As such and  
14          in exchange for paying a portion of the revenues to Play  
15          Mechanics, Full Circle would not incur any costs  
16          associated with purchasing or modifying even the lanes  
17          that the NSBL owned"?

18          A.     Yes, I see it.

19          Q.     Okay. Did Play Mechanics ever make any  
20          commitment for the financial arrangements discussed in  
21          this sentence?

22          A.     No.

23          Q.     Was there ever any agreement in principle for  
24          Play Mechanics to buy any number of Skee-Ball lanes?

25          A.     No agreement.

1 Q. Is it correct that there was never a deal  
2 sheet with Full Circle and Play Mechanix?

3 A. That's correct.

4 Q. There was no letter memo between Full Circle  
5 and Play Mechanix; is that correct?

6 A. That's correct.

7 Q. Would you agree that there were never any  
8 concrete terms for a deal between Full Circle and Play  
9 Mechanix?

10 A. I would agree that in -- in the form of any  
11 kind of letter memo, there was nothing or any formal  
12 agreement drawn up.

13 Q. Would you agree that Play Mechanix never made  
14 any commitment, whether formal or informal, to Full  
15 Circle to purchase any number of Skee-Ball lanes?

16 A. I would agree with that.

17 Q. Would you agree that there was never any  
18 certainty that there would be a deal between Full Circle  
19 and Play Mechanix?

20 A. Say that one more time, please.

21 Q. Sure. Would you agree that there was never  
22 any certainty that a deal would proceed between Full  
23 Circle and Play Mechanix?

24 A. I would agree with that.

25 Q. Did you ever consent to Full Circle recording

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CERTIFICATE OF OATH

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Tonya H. Magee, Registered Professional Reporter, Notary Public, State of Florida, certify that GEORGE PETRO personally appeared before me on January 21, 2022, and was duly sworn.

Witness my hand and official seal this 3rd day of February 2022.



Tonya H. Magee,  
Registered Professional Reporter  
Notary Public, State of Florida  
My Commission No. GG 947928  
Expires: March 8, 2024

Type of Identification Produced: Illinois Driver's License

CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Tonya H. Magee, Registered Professional Reporter, Court Reporter, and Notary Public, certify that I was authorized to and did stenographically report the deposition of GEORGE PETRO; that a review of the transcript was requested; and that the foregoing transcript, pages 5 through 238, is a true and accurate record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 3rd day of February 2022.

A handwritten signature in cursive script that reads "Tonya H. Magee". The signature is written in dark ink on a light-colored background.

Tonya H. Magee, RPR